



# **Collective Bargaining Agreement**

**Iowa Western Community College**

**And**

**Iowa Western Community College  
Higher Education Association**

**2006 – 2007**

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## ARTICLE 1

### RECOGNITION

The Iowa Western Community College (Merged Area XIII) is hereby recognized as the public employer.

The Iowa Western Community College Higher Education Association is hereby recognized as the certified exclusive bargaining representative for all personnel as set forth in the P.E.R.B. certification instrument (case 371) issued on the 11th day of November 1975. The unit described in the above certification is as follows:

All full-time and regular part-time\* professional personnel including classroom teachers, counselors, librarians, special needs, remedial teachers, reading specialists and S.P.A.C.E. teachers. Excluded: Superintendent, directors, adult education personnel and all others excluded by Section 4 of the Act.

If new positions are created and the parties cannot agree as to the exclusion or inclusion in the bargaining unit, the issue will be submitted to P.E.R.B. for a ruling.

\*Regular part-time is defined as an individual who is scheduled in advance to work the following hours for the contract year or who meets the following criteria with the Spring semester assignment of that year:

1. Arts and Science - Works both the fall and spring semesters for a total of sixteen (16) or more credit hours.
2. Vocational-Technical - Works both the fall and spring semesters for a total of twenty-six (26) or more contact hours.
3. Non teaching - Works at least twenty (20) hours per week in the fall and spring semesters.

### DEFINITIONS

1. College shall mean the Board of Directors of the Iowa Western Community College (Merged Area XIII) or its duly authorized agents or representatives.
2. Unit member shall mean both full-time and regular part-time in the bargaining unit as certified by Public Employment Relations Board. If language pertains to only full-time or only regular part-time, it will so state.
3. Association shall mean the Iowa Western Community College Higher Education Association or its duly authorized agents or representatives.
4. Adjunct faculty shall mean an employee who is not part of the bargaining unit.

## ARTICLE 2

### WORK YEAR

All unit members on a nine (9) month contract will perform one-hundred and seventy-four (174) days of work.

All unit members who are teaching in a year-round program will perform two-hundred and twenty-eight (228) days of work.

No unit member shall be required to work from Christmas Day, to and including New Year's Day.

There will be a Spring Recess of two (2) days.

No unit member will be required to work on the following days:

- A. Memorial Day
- B. July 4th\*
- C. Labor Day
- D. Thanksgiving Day
- E. The Friday following Thanksgiving Day

\*When July 4th falls on a Saturday or Sunday, the holiday will be observed on either the preceding Friday or the following Monday respectively.

## ARTICLE 3

### HOURS

#### NON-INSTRUCTIONAL EMPLOYEES

The work week for a full-time non-instructional unit member will normally be forty (40) hours which shall include two fifteen minute break periods, one in the morning hours and one in the afternoon hours. The unit member shall have a thirty (30) minute lunch period during the day.

A unit member will be notified of hours of work. The unit member shall be notified prior to any change in his/her hours of work.

Unit members who work more than eight (8) hours in any one day will receive compensatory time of one (1) hour off for each hour of overtime worked.

#### INSTRUCTIONAL EMPLOYEES

Full-time unit members who have primary duties of classroom instruction shall be expected to be on campus a minimum of thirty (30) hours per week. This minimum does not include overload hours. The difference in the classroom instruction time and the minimum weekly hours shall be designated for office hours, classroom preparation, and committee meetings.

The College agrees that normal work hours and overload hours shall be as stated in Board policies on July 1, 1994, and will not be changed during the contract year.

In the event a unit member is scheduled for an evening class beginning on or after 5:00 p.m., the unit member will not be scheduled for a class prior to 9:00 a.m. the following morning.

## ARTICLE 4

### SENIORITY

Seniority shall be defined as continuous years of service with Iowa Western Community College. Seniority shall date from the founding date of the College district for those who were under employment at that date. Seniority of unit members who signed contracts on the same date shall have their length of seniority determined by drawing lots.

A unit member who assumes administrative duties and is subsequently reassigned by the employer to a position in the bargaining unit shall retain seniority accrued up to the assumption of administrative duties. An administrator may be reassigned to a vacancy in the bargaining unit but may not displace a bargaining unit employee.

The College shall provide the Association, on or before October 1 of each year, a seniority list. The Association shall challenge the list within thirty (30) calendar days or it shall stand as submitted.

## ARTICLE 5

### TRANSFER

#### DEFINITION

The change of a full-time unit member's primary assignment from one center to another center shall be a transfer. A Center is defined as Council Bluffs, Clarinda, Atlantic, Shenandoah or Harlan.

#### VOLUNTARY

When the College determines that a full-time position is available in any center it will post such opening on bulletin boards throughout the College.

A full-time unit member who desires to be considered for a transfer shall file a written statement of his/her desire with the Human Resources Office.

The College shall have sole discretion on the filling of any vacancy. However, when a full-time unit member is seeking a voluntary transfer to an identical position currently held, he/she shall be given the position over other applicants.

#### INVOLUNTARY

In the event that the College determines it is necessary to permanently transfer a full-time unit member involuntarily it will select the least senior unit member of those determined by the College to be qualified for the vacancy. A full-time unit member to be transferred involuntarily will have a meeting with the President or his/her designee preceding the transfer. The College will pay the cost of moving the unit member's household goods.

A regular part-time unit member will not be involuntarily transferred.



## ARTICLE 6

### REDUCTION IN STAFF

A staff reduction is the termination of a position or reduction of a unit member to less than a nine (9) month contract.

The College shall determine the unit member to be laid off within the designated area of instruction.

Adjunct faculty members in the designated area of instruction will be laid off first, at the time of reduction, unless he/she is teaching a course which can not be taught by a regular part-time or full-time unit member in that area of instruction.

Should reductions of bargaining unit members be necessary, regular part-time unit members in the designated area of instruction will be reduced first unless specific curriculum needs require the retention of such unit members.

In reducing regular part-time or full-time unit members within the designated area of instruction, the College shall consider qualifications, evaluation, needs of the program and seniority. Seniority shall be the controlling factor in the layoff within the designated area of instruction after the College has judged the other criteria to be equal.

The College shall notify the affected unit member(s) of the planned layoff by April 30 of each year. Prior to making a decision to terminate a full-time member under this procedure, the College shall consider the unit member for any vacancy, including a new position, for which he/she is licensed and endorsed. The College shall notify the Association President of such vacancies.

### RECALL PROCEDURES

A unit member, other than a probationary unit member, terminated under the above procedure shall be re-employed to the appropriate vacancy, either full-time or regular part-time, which may occur within two years to a position in which he/she was employed at the time of termination. However, a full-time unit member shall have preference over a regular part-time unit member for a regular part-time vacancy.

The unit member shall notify the College of his/her address and keep his/her current address on file with the College. The College shall notify the Association each September of unit members who have recall rights.

A unit member notified of an offer of re-employment shall notify the College within ten (10) days of the mailing of the notice for re-employment of his/her intention to accept the position and report for work on the designated day. Failure of the unit member to both notify the College of his/her intent to return to work and failure to return on the designated day shall terminate the unit member's rights under this contract.

A unit member re-employed under this Article will be reinstated with seniority and sick leave benefits accrued up to the time of termination. Additionally, the unit member will receive the same rank possessed at the time of termination and the salary he/she would have received the year following his/her termination.

A unit member hired on grants, for contracted services, or to replace unit members on a leave of absence shall be on a limited term contract and have no rights under this Article. Such unit member must be notified, at the date of hire, that they are on a limited term contract.

The College's obligation to terminated unit members under the above procedure shall terminate under the following conditions:

1. Two years from termination or
2. Comparable employment in higher education or
3. Lapse of state certification or
4. Voluntary waiver of re-employment rights by the unit member in writing.

## ARTICLE 7

### LEAVES OF ABSENCE

#### SICK LEAVE - GENERAL

A unit member, after effective date of employment, will be granted personal illness or injury leave with full pay for:

1st year of employment	10 days
2nd year of employment	11 days
3rd year of employment	12 days
4th year of employment	13 days
5th year of employment	14 days
Subsequent years of employment	15 days

Unused days shall be cumulative to a total of one hundred five (105) days. Evidence confirming reason of absence may be presented as required.

A unit member may use up to three (3) days per year of his/her annual sick leave for the care of a sick spouse or sick child living at home.

#### CRITICAL ILLNESS IN IMMEDIATE FAMILY

In the case of critical illness of a member of the unit member's immediate family, leave of absence may be granted. Such absence shall not be charged against personal sick leave. The immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother and comparable in-laws. This provision shall include the birth of a child to the wife of a unit member. It is conceivable that the illness of some person other than those listed above may warrant individual consideration at the discretion of the President. Extenuating circumstances only will be considered.

#### DEATH IN IMMEDIATE FAMILY

In the case of death of a member of the unit member's immediate family, leave of absence of up to five (5) days shall be granted. Such absence shall not be charged against personal sick leave. The immediate family shall be interpreted as father, mother, son, daughter, wife, husband, brother, sister, grandfather, grandmother, and comparable in-laws. It is conceivable that the death of some person other than those listed above may warrant individual consideration at the discretion of the President. Extenuating circumstances only will be considered.

## **JURY DUTY**

A unit member may be excused by the President with full pay for jury duty with the stipulation that any remuneration for such duty shall be paid to the Iowa Western Community College.

If the absence of the unit member would be a real hardship, for example, because a satisfactory replacement could not be obtained, the unit member and/or the President should request that the unit member be excused from jury duty.

## **EXTENDED PROFESSIONAL LEAVE**

A unit member with five (5) years of service may be granted up to one calendar year, without pay and other benefits, for the purpose of engaging in study at a college or university related to professional responsibilities, or to an industry-related position for vocational-technical. Granting of such leave will be at the discretion of the College.

To be considered for professional leave, a unit member must make timely application, not less than sixty (60) working days before the date of the requested leave is to begin. A unit member on leave must notify the President in writing of his/her plan to return at least thirty (30) working days before the last day of such leave or the position will be declared vacant.

A unit member, while on professional leave, may elect to remain a member of the group health insurance plan. The insurance premiums will be reimbursed by the unit member to the College in advance each month.

When a unit member returns to work following his/her professional leave, he/she will be reinstated with rank, seniority and sick leave accrued prior to leave. He/she will receive any salary increases which he/she would have received had he/she been continuously employed.

## **MILITARY SERVICE**

Provisions for military leave shall be in accordance with State and Federal Laws.

## **EMERGENCY LEAVE**

Emergency leaves with or without pay may be granted at the sole discretion of the President. Requests for such leaves shall be submitted in writing, stating whether it is with or without pay, to the unit member's appropriate Dean. If emergency leave is denied, reasons for the denial will be given in writing to the unit member requesting said leave within five (5) days of the denial.

## ADDITIONAL LEAVES

Additional leaves, including short term professional leave, with or without pay may be granted at the discretion of the President. Whether this additional leave provision will be implemented or not is solely at the discretion of the President. Such leaves will be administered as in the past.

## ARTICLE 8

### IN-SERVICE EDUCATION

The College shall plan and implement at least two (2) in-service days per year.

On one of the days of the beginning of the Fall and Spring semesters the Association will be allotted one hour to meet with the faculty.

## ARTICLE 9

### WAGES AND SALARIES

#### SALARY RANGES

<b>Rank</b>	<b>Minimum 2006-2007</b>	<b>Maximum 2006-2007</b>
Instructor	\$31,250	\$61,500
Assistant Professor	\$33,750	\$66,500
Associate Professor	\$36,250	\$71,000
Professor	\$38,750	\$76,000

#### HIRING GUIDELINES - Full-Time Unit Member

	<b>Minimum 2006-2007</b>
No Degree Certified	\$31,250
Bachelor's Degree Minimum	\$32,250
Master's Degree Minimum	\$33,250

The following additional increase may be paid for each year above the three-year basic required experience (vocational), up to a maximum of ten years, when determining the initial base salary of an eligible unit member.

1. \$400 - previous K-12 teaching experience
2. \$600 - previous post-secondary teaching experience
3. \$500 - previous directly related industry or military experience beyond three (3) years

In the above-stated guidelines, credit will be given only for the time spent employed with duties directly related to the primary work assignment at IWCC.

The College will have the right to exceed the above guidelines in hiring new unit members. The College will notify the Association President when it becomes apparent that the guidelines will be exceeded.

The College will notify the Association President of resignations and hirings within two weeks of such an event. The notice for new employees shall include his/her salary.

A full-time unit member who becomes a regular part-time unit member shall have his/her salary reduced on a pro-rated basis.

#### HIRING PROCEDURE - REGULAR PART-TIME UNIT MEMBER

The salary for a regular part-time unit member hired after July 1, 1993, shall be determined by calculating his/her percentage of a full time load, multiplying that percentage by ninety

(90) percent, and then multiplying the resulting percentage by the appropriate minimum salary listed above under hiring guidelines: (Hiring Guidelines - Full-Time Unit Member.)

A regular part-time unit member shall perform all duties of a full-time unit member except he/she will not be required to participate in committee work.

A regular part-time unit member who is hired on a full-time contract shall have his/her credentials evaluated at that time to establish his/her full-time salary, using the above; (Hiring Guidelines - Full-Time Unit Member.)

## **TERMS OF WAGES AND SALARIES**

An eligible full-time unit member covered by this agreement for the 2005-2006 contract year shall receive a 2.75% increase on his/her 2005-2006 contract plus \$1,100. A regular part-time unit member shall receive the appropriate pro-rated increase.

An eligible full-time unit member covered by this agreement who worked a nine-month contract in 2005-2006 and who will receive a contract for longer than one hundred seventy-four (174) days in 2006-2007 will have his/her 2006-2007 salary calculated according to the worksheet contained in Appendix C.

An eligible full-time unit member covered by this agreement who worked longer than a nine-month contract in 2005-2006 and who will receive a contract for only one hundred seventy-four (174) days in 2006-2007 will have his/her next year's salary calculated according to the worksheet contained in Appendix C.

A unit member in the nursing program of the College who supervises or teaches in the hospital, hospital schools or other location off campus during the 3-11 p.m. shift will receive an additional salary increment of 6% for that portion of the salary which is earned while assigned to such shift.

A unit member who is moved from regular part-time to full-time or full-time to regular part-time will have his/her salary increase calculated on his/her 2005-2006 salary for 2006-2007. In the event a fixed dollar increase should be negotiated, the increase will be prorated according to the percentage of full-time employment in effect for the contract year covered by this agreement.

## **PROMOTIONS**

The College shall spend \$9,000 for promotions for the 2006-2007 contract year. An employee promoted to a higher rank shall have the following appropriate amount added to his/her base salary effective September 1 of his/her promotion year:



<u>From</u>	<u>To</u>	<u>Amount</u>
Instructor	Assistant Professor	\$500
Assistant Professor	Associate Professor	\$750
Associate Professor	Professor	\$1,000

The College and Association will agree upon a list of employees eligible for promotion for the 2007-2008 year by November 1 of the preceding year.

### **OVERLOAD PAY**

Overload pay rates within the Vocational-Technical Division shall be on an hourly basis. The hourly rate shall be:

- A. .001 times the base contract for all lecture or lecture/lab courses to a maximum of \$33.75 per hour.
- B. 70% of .001 times the base contract for all laboratory courses to a maximum of \$23.85 per hour.

The Arts and Sciences overload rate shall be \$620 per semester credit hour.

### **SUBSTITUTE PAY**

Substitute pay shall be paid to all divisions at the rate of \$22.85 per contact hour. Should the unit member substitute continuously for two weeks of classes, he/she will be paid \$26.75 per contact hour for all hours.

### **NON-TEACHING PAY**

A unit member who is employed by the College to perform non-teaching duties in the summer term shall be paid \$22.85 per hour.

### **SUMMER ASSIGNMENTS AND PAY**

Full-time Arts and Sciences unit members will be offered at least two courses, if available, for summer teaching in their respective disciplines by March 1st. Summer assignments must be agreed to by the unit member by April 15th.

A current full-time unit member teaching a summer assignment will be paid at the rate of \$735 per semester credit hour for each class which has twelve or more enrollments. Courses with fewer than 12 students (tuition reimbursement students are not counted for this figure) enrolled may be offered by mutual agreement between the appropriate dean and the assigned unit member. For such courses the rate of pay shall be \$61 per student credit hour. If the class is canceled due to insufficient enrollment, the unit member will be paid \$32 per credit hour for services rendered.

## **INDEPENDENT STUDY AND ARRANGED COURSE WORK**

A unit member teaching an approved independent study or arranged course will be paid \$61.50 per student per credit hour.

## **PAY PERIODS**

A unit member shall receive his/her base salary in twenty-six (26) paychecks beginning September 5, 2006. Overload and supplemental contracts wages shall be paid in equal installments on each regular pay day during the contract period in which said money is earned. New unit members may receive his/her base salary in twenty-seven (27) paychecks beginning August 22, 2006.

## **PROFESSIONAL IMPROVEMENT AND SALARY ADJUSTMENT**

A bargaining unit member who receives a Bachelor's Degree shall have \$1,000 added to his/her base salary.

A bargaining unit member who receives a Master's Degree shall have \$1,500 added to his/her base salary.

A bargaining unit member who receives a Doctor's Degree shall have \$2,500 added to his/her base salary.

### **Requirements**

1. Accredited college or university.
2. Course work directly related to the professional assignment at Iowa Western Community College.
3. Cost for the degree work must be borne by the unit member.
4. Salary adjustments granted under this article will be permanently applied to the base salary of a unit member. Any change in salary will occur at the beginning of a new contract year. Requests for adjustments must be filed by the unit member with the Human Resources Department by September 1 of each year.

Upon completion of the degree the unit member must submit an official transcript to the Human Resources Department.

5. Must submit notice of the degree plan for approval to the Vice President before taking courses.

## ARTICLE 10

### INSURANCE

A unit member shall be eligible for group insurance if he/she is working at least seventy-five (75) percent of a minimum nine (9) month contract.

#### HEALTH AND ACCIDENT INSURANCE.

The College agrees to provide a health and accident insurance plan for full-time unit members of the bargaining unit. The plan shall have the following features:

	<u>PPO</u>	<u>Non-PPO</u>
Deductible	\$500/\$1000	\$1000/\$2000
Co-Insurance	90%	70%
Out-of-Pocket	\$1000/\$2000	\$2000/\$4000
Office Co-Pay	\$20	N/A
Prescriptions		
Tier I	\$10	\$10
Tier II	\$25 + 10%	\$25 + 10%
Tier III	\$30 + 10%	\$30 + 10%
Mail Order-Tier I	\$20 up to 90 days	\$20 up to 90 days
Mail Order Tier II	\$50 + 10% up to 90 days	\$50 + 10% up to 90 days
Mail Order Tier III	\$60 + 10% up to 90 days	\$60 + 10% up to 90 days

The College shall contribute toward the payment of premiums assessed eligible unit members as follows:

1. 100% of monthly premium for those carrying single-member coverage.
2. \$809.88 of the monthly premium \$952.80 for those electing family member coverage in 2006-2007.

#### DENTAL INSURANCE

The College agrees to provide a dental insurance plan for full-time unit members of the bargaining unit. The College shall contribute the payment of premium assessed eligible unit members as follows:

1. 100% of monthly premium for those carrying single-member coverage.
2. \$65.31 of the monthly premium \$65.31 for those electing family-member coverage for 2006-2007.

## **LONG-TERM DISABILITY**

The College shall make available, to all full-time unit members, a Long-Term Disability program providing a benefit of 60% of covered salary to a maximum monthly benefit of \$5,000 after a sixty (60) day waiting period. The College will pay the premium for such insurance except for those employees who accepted the one time option and agreed to pay their own premium. All full-time unit members must participate in the Long-Term Disability program.

## **GROUP LIFE INSURANCE**

The College will pay the full cost of the monthly premium for all full-time unit members to purchase a fifty thousand (\$50,000) dollar group life insurance program.

Supplemental group life insurance, at the option of the full-time unit member, may be elected at multiples of \$1,000 to supplement the College's basic life group insurance coverage up to an additional two times his/her annual salary. Premium rates for the supplemental life group insurance shall be paid by the unit member.

Dependent life insurance may be added at the option of the unit member to the basic group insurance program. Premium rates for dependent life insurance will be paid by the unit member.

## **GENERAL PROVISIONS**

A full time unit member who fulfills his/her minimum nine (9) month contractual obligation shall have insurance programs continued for the duration of his/her contract year or until he/she is employed, whichever is sooner.

A full time unit member who is accepted for long term disability during the school year shall have the College's contribution to the monthly group health insurance premium paid until the end of his/her contract year.

## ARTICLE 11

### SUPPLEMENTAL PAY

A unit member who is authorized to use his/her personal automobile in the performance of school business shall be compensated at the College-approved rate. No mileage will be paid for commuting to and from work.

Supplemental pay will be paid to a unit member who is asked to perform work other than his/her customary duties. Where applicable, the existing rate for this work shall be retained at their present levels.

An employee who teaches on the I.C.N. shall receive at least \$50 per credit hour taught.

A unit member who develops a new course to be taught by the College, which is approved by the Vice President of Academic Affairs, shall receive a one time stipend of three hundred (\$300) dollars.

## ARTICLE 12

### HEALTH AND SAFETY

The College will maintain safe working conditions for the unit members. Unit members shall be alert to unsafe practices, equipment and conditions and promptly report such to their appropriate Dean. Each unit member has a responsibility for his/her own safety and to know the safety rules and regulations of the schools.

In case of emergency, no unit member shall be required or expected to act in other than a reasonable manner in providing any first aid or other remedial assistance.

A unit member shall not be required to work under unsafe or hazardous conditions. Unsafe and hazardous shall mean danger to health. When required by the College policy, the following items of safety equipment will be furnished by the College at no cost to the unit member:

1. Safety glasses or goggles (non-prescription)
2. Protective gloves
3. Protective head gear
4. Respirators
5. Hearing protectors
6. Protective aprons
7. Masks
8. First Aid Supplies

Each unit member shall be responsible for the replacement of such safety equipment which is lost or damaged by his/her own negligence.

## ARTICLE 13

### DUES CHECKOFF

#### AUTHORIZATION

A unit member who is a member of the Association, or has applied for membership, may sign and deliver to the Financial Services Director by October 1 a request authorizing payroll deduction of Association dues. The form of the request shall be set forth in Appendix A.

Regular Deduction: Pursuant to the dues checkoff request, the College shall deduct the dues from the regular salary checks of the unit member the first payroll of each month beginning in the October of each year payroll check and ending with the July of the following year payroll check.

#### DURATION

Such authorization shall continue to be in effect only through the July of following year payroll check, unless prior revocation is made in writing by a thirty (30) day notice to the College.

#### TRANSMISSION OF DUES

The College shall transmit to the Association the total monthly dues checkoff for the professional dues within ten (10) days following each regular pay period and a listing of the unit members for whom deductions were made.

#### HOLD HARMLESS AGREEMENT

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, and all court costs arising out of the provisions in the agreement between the parties for dues checkoff, except in those cases where one (1) or more party's negligence has given rise to such claims, costs, suits, and court costs.

## ARTICLE 14

### EVALUATION

#### PROBATIONARY EMPLOYEE

Within four (4) weeks of the beginning of employment, a new unit member shall be informed of the procedures and shall receive a copy of the instrument(s) of the evaluation system currently in use.

A unit member who is in his/her probationary period, the first three years of employment, shall be continuously evaluated during the year. A unit member who has a valid Iowa license when hired shall be a probationary employee for his/her first year unless the employee voluntarily agrees to a second year of probation.

Any deficiencies noted by the appropriate Dean shall include suggestions for way(s) to improve same.

#### NON-PROBATIONARY EMPLOYEE

A non-probationary unit member shall have an annual evaluation at least every three years.

Any deficiencies noted by the appropriate Dean shall include suggestions for way(s) to improve same.

All unit members shall be evaluated on the same form. The evaluation form to be used will not be changed during the contract year.

The unit member will receive a copy of the summary of the evaluation. A copy of this document will be placed in his/her personnel file. Both parties will sign the document.

The unit member shall have the right to file his/her response to annual evaluation and have it placed in his/her personnel file. Such response will be filed within ten (10) days of the conference.

During the year the unit member will be given a written copy of any evaluation material to be placed in his/her personnel file. The appropriate Dean and unit member shall meet to discuss the contents of such document(s). The appropriate Dean shall suggest methods for improving any deficiencies noted in a document. The unit member shall be entitled to respond to such document and have it placed in his/her personnel file within ten (10) days.

As part of the annual evaluation, an evaluation by students will be administered at least once during the school year for each unit member. The results of their evaluation, including written comments, shall be provided to the unit member in a timely manner. The College will reduce unnecessary duplication of student evaluations.



The selection of classes for students' evaluations will be determined by the appropriate Dean and the unit member. If there is no agreement, the final decision along with an explanation will be made by the appropriate Dean by the middle week of the course, and the evaluations will be sent to the President or his/her designee and opened in the presence of both parties.

All students' evaluations shall be given by the unit member being evaluated during a regular class period or by the appropriate Dean upon proper notification (one week in advance) to the instructor. In both cases, each person shall give the proper instructions and leave the room.

A non-probationary unit member shall have the right to grieve an overall unsatisfactory evaluation.

## ARTICLE 15

### GRIEVANCE PROCEDURE

#### DEFINITION

A grievance shall be an alleged violation, misinterpretation or misapplication of an article or section of this collective bargaining agreement. The grievance must be filed timely according to the schedule listed in the Procedure paragraph of this section.

A grievant is a person, persons or the Association who files a grievance.

#### PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems submitted under this procedure.

#### PROCEDURE

- Step 1 --- A unit member with a grievance shall within ten (10) working days of the occurrence of the alleged violation or within ten (10) working days from the time he/she should have had knowledge of the violation, discuss it with his/her appropriate Dean in an effort to resolve the matter informally.
- Step 2 --- If, as a result of the informal discussion with the appropriate Dean, a grievance still exists, the grievant may file a written grievance within ten (10) working days after the informal discussion in Step 1, by submitting the same to the appropriate Vice President. The Vice President shall advise the grievant of his/her disposition, in writing, within ten (10) working days.
- Step 3 --- If the grievant is not satisfied with the disposition in Step 2, he/she may submit the written grievance to the President within ten (10) working days after the answer in Step 2. The President shall advise the grievant of his/her disposition, in writing, within ten (10) working days of its receipt.
- Step 4 --- If the grievant is not satisfied with the disposition in Step 3, he/she shall notify the Board within ten (10) working days from the answer in Step 3 that the grievance will be submitted in Arbitration.

The party requesting arbitration shall notify the American Arbitration Association requesting the appointment of an arbitrator. The selection of the arbitrator shall be in accordance with the American Arbitration Association procedures. The arbitrator shall not amend, modify, nullify, add to or delete from the provisions of the agreement.

The decision will be based upon the arbitrator's interpretation of the relevant contract language. The arbitrator's decision will be final and binding upon both parties unless he/she has exceeded the authority listed above. The entire cost of the arbitrator's service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

#### **GENERAL PROVISION**

1. The number of days indicated at each level should be considered a maximum. Such limits may be extended by mutual agreement.
2. Any meetings relative to this procedure will be held outside the teaching, assigned and/or other duty hours of the grievant.
3. A grievance not filed within the time limits of any step of the procedure shall be considered resolved on the basis of the last step.
4. Should the College not answer the grievance within the time limits, the grievance will move to the next step.
5. In the event a grievance is filed at such a time that it cannot be proceeded through all steps of the procedure by the end of the school year, at the option of either party, the parties will attempt to resolve the grievance during the summer. Unresolved grievances will be considered at the beginning of the new school year.
6. All documents involved in the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any grievant.
7. A grievant, at his/her option, may have an Association representative with him/her at any step of the procedure.
8. A copy of each written grievance and disposition at each step shall be furnished to the grievant, College and Association.

ARTICLE 16

**DURATION AND SIGNATURE**

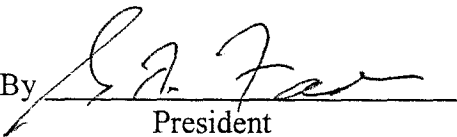
This agreement shall be effective from August 12, 2006 to August 11, 2007.

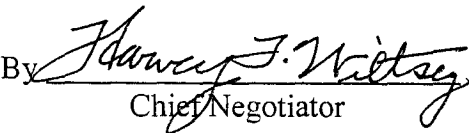
Any increase in wages for 2006-2007 shall be effective in the September 5, 2006, paycheck.

The new insurance program benefits and rates shall be effective July 1 of each year.

This agreement shall not be extended orally, but only by mutual written agreement of the parties.

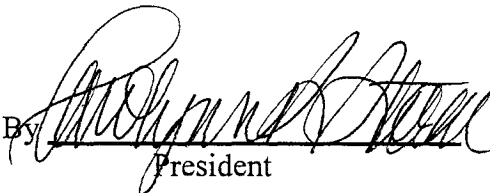
For the Board:

By   
President

By   
Chief Negotiator

July 1, 2006  
Date

For the Association:

By   
President

By   
Contract Advancement Chairperson

July 1, 2006  
Date

## APPENDIX A

### DUES CHECKOFF AUTHORIZATION FORM

I hereby authorize and direct the Iowa Western Community College to deduct annually from the wages earned by me or to be earned by me the prevailing dues as certified by the financial officer of the Iowa Western Community College Higher Education Association (hereinafter called the IWCC-HEA) in ten (10) equal installments in payment of professional dues to the Association. Said payroll deduction shall begin in October each year and end in July of the following year and shall be remitted monthly to the Association. This authorization is good unless canceled in writing by giving thirty days' written notice to the Board.

I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the Board and all of its officers, representatives, or agents from any liability thereof.

NAME \_\_\_\_\_  
(Please Print)

ADDRESS \_\_\_\_\_

SCHOOL \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX B  
GRIEVANCE FORM

\_\_\_\_\_  
Name of Grievant

Date Violation Occurred (became officially evident) \_\_\_\_\_

**Step 1 - Informal Discussion (within 10 working days)**

Informal discussion with appropriate Dean held on \_\_\_\_\_

Dean \_\_\_\_\_

**Step 2 - Vice President (officially filed within 10 working days)**

Section/s of Contract Violated -

Statement of Grievance:

Relief Sought:

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received on  
(Within 10 working days)

\_\_\_\_\_  
Vice President/Designee

Disposition by Vice President or Designee:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Received on \_\_\_\_\_ By \_\_\_\_\_  
Grievant/Designee

**STEP 3 - President (within 10 working days)**

Received on \_\_\_\_\_ By \_\_\_\_\_  
President/Designee

(Within 10 working days)

Disposition by President or Designee:

Signature \_\_\_\_\_ Date \_\_\_\_\_

Received on \_\_\_\_\_ By \_\_\_\_\_  
Grievant/Designee

**Step 4 - Request for Arbitration (within 10 working days)**

Submitted to arbitration on \_\_\_\_\_ and Board of Directors notified.

Signature of Grievant \_\_\_\_\_

Signature of Association President \_\_\_\_\_

(Copy of award attached)

APPENDIX C  
2006-2007 SALARY CALCULATOR  
V-T, COUNSELORS, LIBRARY, MEDIA

EMPLOYEE NAME: \_\_\_\_\_

**2005-2006**

1. 9 Mo. Base Salary: \_\_\_\_\_ (1)
2. Number of Summer Days: \_\_\_\_\_ (2)
3. Factor from Table Below: \_\_\_\_\_ (3)
4. Line 1 x Line 3: \_\_\_\_\_ (4)

Line 4 is Total 9 Month and Summer Pay

**STOP! Line 5 is a multiplier factor for Line 4 in the event summer teaching days are no longer contracted.**

5 1.00 / Line 3: \_\_\_\_\_ (5)

6 Line 4 x Line 5: \_\_\_\_\_ (6)

Line 6 is 9 Month Base Salary only

Days	Factor	Days	Factor
0	1.0000	28	1.1296
1	1.0046	29	1.1343
2	1.0093	30	1.1389
3	1.0139	31	1.1435
4	1.0185	32	1.1481
5	1.0231	33	1.1528
6	1.0278	34	1.1574
7	1.0324	35	1.1620
8	1.0370	36	1.1667
9	1.0417	37	1.1713
10	1.0463	38	1.1759
11	1.0509	39	1.1806
12	1.0556	40	1.1852
13	1.0602	41	1.1898
14	1.0648	42	1.1944
15	1.0694	43	1.1991
16	1.0741	44	1.2037
17	1.0787	45	1.2083
18	1.0833	46	1.2130
19	1.0880	47	1.2176
20	1.0926	48	1.2222
21	1.0972	49	1.2269
22	1.1019	50	1.2315
23	1.1065	51	1.2361
24	1.1111	52	1.2407
25	1.1157	53	1.2454
26	1.1204	54	1.2500
27	1.1250		